

BURKE, WILLIAMS & SORENSEN, LLP  
Michael B. Bernacchi (SBN 163657)  
mbernacchi@bwslaw.com  
444 South Flower Street, Suite 2400  
Los Angeles, CA 90071-2953  
Telephone: 213.236.0600  
Facsimile: 213.236.2700

Attorneys for Defendant Cardinal Health, Inc.,  
Group Long Term Disability Benefit Plan

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA**

MICHAEL MOI,

Plaintiff,

v.

CARDINAL HEALTH, INC.,  
GROUP LONG TERM  
DISABILITY BENEFIT PLAN,

Defendant.

Case No. 08 CV 1150 L NLS

**DEFENDANT'S ANSWER TO  
COMPLAINT**

Defendant Cardinal Health, Inc., Group Long Term Disability Benefit Plan  
("Defendant") hereby answers the Complaint of Plaintiff Michael Moi by  
admitting, denying, and alleging as follows:

1. Responding to the allegations of paragraph 1, Answering Defendant is  
informed and believes and, on that basis admits, that Plaintiff is a resident of the  
State of California, County of San Diego.

2. Responding to the allegations of paragraph 2, Answering Defendant  
admits the allegations of said paragraph.

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1           3.     Responding to the allegations of paragraph 3, Answering Defendant  
2 admits that as an employee of Cardinal Health, Inc., Plaintiff was eligible to  
3 participate in group long-term disability coverage under the group long-term  
4 disability plan sponsored by Cardinal Health, Inc., which is governed by the  
5 Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29  
6 U.S.C. § 1001, et seq. The long-term disability plan was funded through a group  
7 insurance policy purchased from Continental Casualty Company and was  
8 administered by Hartford Life and Accident Insurance Company. Except as  
9 expressly admitted or alleged herein, Answering Defendant denies each and every  
10 allegation of said paragraph.

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12           4.     Responding to the allegations of paragraph 4, Answering Defendant  
13 admits that jurisdiction is invoked by the existence of a federal question arising  
14 under ERISA.

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16           5.     Responding to the allegations of paragraph 5, Answering Defendant  
17 admits that while working for Cardinal Health, Inc., Plaintiff made a claim for long-  
18 term disability benefits under the Cardinal Health, Inc. Long Term Disability Plan.  
19 Plaintiff’s claim was approved and he was paid long-term disability benefits until  
20 approximately October 2007, at which time his claim was terminated. Answering  
21 Defendant further admits that Plaintiff appealed the decision. On or about March  
22 26, 2008, Hartford informed Plaintiff that the termination of his claim was being  
23 upheld on appeal. Except as expressly admitted or alleged herein, Answering  
24 Defendant denies each and every allegation of said paragraph.

25  
26           6.     Responding to the allegations of paragraph 6, Answering Defendant  
27 admits that while working for Cardinal Health, Inc., Plaintiff made a claim for long-  
28 term disability benefits under the Cardinal Health, Inc. Long Term Disability Plan.

1 Plaintiff's claim was approved and he was paid long-term disability benefits until  
2 approximately October 2007, at which time his claim was terminated. Answering  
3 Defendant further admits that Plaintiff appealed the decision. On or about March  
4 26, 2008, Hartford informed Plaintiff that the termination of his claim was being  
5 upheld on appeal. Except as expressly admitted or alleged herein, Answering  
6 Defendant denies each and every allegation of said paragraph.

7  
8 7. Responding to the allegations of paragraph 7, Answering Defendant  
9 admits that while working for Cardinal Health, Inc., Plaintiff made a claim for long-  
10 term disability benefits under the Cardinal Health, Inc. Long Term Disability Plan.  
11 Plaintiff's claim was approved and he was paid long-term disability benefits until  
12 approximately October 2007, at which time his claim was terminated. Answering  
13 Defendant further admits that Plaintiff appealed the decision. On or about March  
14 26, 2008, Hartford informed Plaintiff that the termination of his claim was being  
15 upheld on appeal. Except as expressly admitted or alleged herein, Answering  
16 Defendant denies each and every allegation of said paragraph.

17  
18 **FIRST AFFIRMATIVE DEFENSE**

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20 8. Plaintiff's claims should be dismissed because Answering Defendant  
21 discharged its duties with respect to the Plan solely in the interest of Plan  
22 participants and beneficiaries and, in so doing, acted in accordance with the  
23 documents and instruments governing the Plan.

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25 **SECOND AFFIRMATIVE DEFENSE**

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27 9. Plaintiff's claims should be dismissed because Answering Defendant  
28 did not act arbitrarily or capriciously in administering Plaintiff's claim, but rather

1 acted reasonably, on the basis of substantial evidence, and in accordance with the  
2 documents and instruments governing the Plan.

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4 **THIRD AFFIRMATIVE DEFENSE**

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6 10. Plaintiff's claims should be dismissed because he was not disabled in  
7 accordance with the terms and provisions of the Plan.

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9 **FOURTH AFFIRMATIVE DEFENSE**

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11 11. Plaintiff's claims should be dismissed because he failed to demonstrate  
12 his continued eligibility for benefits under the terms and provisions of the Plan.

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14 **FIFTH AFFIRMATIVE DEFENSE**

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16 12. Any claim Plaintiff may have for disability benefits due to a  
17 mental/nervous disorder under the terms of the Plan is limited to two years.

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19 **SIXTH AFFIRMATIVE DEFENSE**

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21 13. To the extent that a court holds that Plaintiff is entitled to benefits,  
22 which he is not, Answering Defendant is entitled to an off-set for any additional  
23 other income benefits that should be taken into account in calculating his LTD  
24 benefits, including but not limited to any benefits he has received from the Social  
25 Security Administration or workers' compensation coverage.

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1 WHEREFORE, Answering Defendant Cardinal Health, Inc., Group Long  
2 Term Disability Benefit Plan pray for judgment as follows:

- 3
- 4 1. That Plaintiff take nothing by reason of his Complaint;
- 5
- 6 2. For costs of suit incurred herein, including attorneys' fees; and
- 7
- 8 3. For such other and further relief as the Court may deem just and  
9 proper.
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11 Dated: August 28, 2008

Burke, Williams & Sorensen, LLP

12  
13 By: /s/ Michael B. Bernacchi  
14 Michael B. Bernacchi  
15 Attorneys for Defendant Cardinal  
16 Health, Inc., Group Long Term  
17 Disability Benefit Plan  
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**PROOF OF SERVICE**

***Moi v. Cardinal Health, Inc., Group LTD Benefit Plan.***

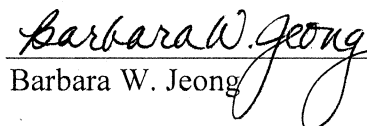
I am a citizen of the United States and employed in Los Angeles County, California. I am over the age of eighteen years and not a party to the within-entitled action. My business address is 444 South Flower Street, Suite 2400, Los Angeles, California 90071-2953. On August 28, 2008, I served a copy of the within document(s) entitled **DEFENDANT'S ANSWER TO COMPLAINT**

- ☐ by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Los Angeles, California addressed as set forth below.
- ☒ by electronic service of the document(s) through the Court's transmission facilities.

Brooks L. Iler  
Virgil A. Iler  
Iler & Iler, LLP  
13400 Pomerado Road  
Poway, CA 92064  
Tel: (858) 413-1551  
Fax: (858) 413-1553  
Email: brooks@ilerlaw.com, virgil@ilerlaw.com

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made. Executed on August 28, 2008, at Los Angeles, California.

  
Barbara W. Jeong